

PARTICIPANT AGREEMENT, LIABILITY WAIVER AND RELEASE



By signing below, I hereby represent, warrant, certify and agree to the following:

1. I am participating in a signature fitness event or special fundraising fitness event (the "Event") for the benefit of PUSHUPS FOR CHARITY (PUC). I acknowledge that PUC is not involved in the management of the Event; rather, the Event will be managed by individuals (collectively, the "PUC: Louisville") to support PUC's charitable mission.
2. I recognize that the Event will require physical exertion, which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. In consideration of being permitted to participate in the Event, I agree to assume full responsibility for any risk, injuries or damages, known or unknown, which I might incur as a result of participating in the Event.
3. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Event. I represent and warrant that I am physically fit and I have no medical condition, which would prevent my full participation in the Event.
4. In further consideration of being permitted to participate in the Event, I knowingly, voluntarily, and expressively waive any claim I may have against PUC or PUC: Louisville, or both of them, for injury or damages that I may sustain as a result of participating in the Event. I, on behalf of myself and my successors, assigns, affiliates, heirs and anyone acting or claiming through me, hereby agree to defend and indemnify, and hereby release, waive, discharge, and hold harmless PUC, PUC: Louisville and each of their successors, assigns, affiliates, officers, directors, employees, agents, representatives, and anyone acting or claiming through either of them (the "Releasees") from and against any and all liabilities, claims, demands, costs (including reasonable attorneys' fees), expenses, rights, responsibilities and causes of action (collectively, "Liabilities") I have or may have arising out of the Event, including but not limited to any Liabilities for personal injury, death, and/or damage to or loss of property caused by or due to the negligence of any or all Releasee(s) or others or to accidental occurrences during the Event or otherwise engaging in any activity or activities pursuant to this agreement.
5. I agree that all net proceeds of the Event shall be paid to PUC, in the name of "Boot Campaign" immediately after the conclusion of the Event. "Net proceeds" as used in this agreement shall mean any and all donations, contributions, sponsorships and other revenue raised as a result of the Event, less any actual costs of the Event excluding any overhead. In the event any of the net proceeds are paid to me rather than to PUC or PUC: Louisville, I will submit them to PUC as soon as reasonably possible after the conclusion of the Event. I agree to comply with all applicable federal, state and local laws and regulations relating to charitable solicitations and promotions and tax obligations.
6. I agree that any and all photos, videos, films or other recordings of the Event and or my name and likeness in connection with the Event shall be the property of PUC and may be used by PUC for any purpose related to PUC's business, in PUC's sole discretion, and I hereby grants PUC an irrevocable nonexclusive license to use my name and likeness for such purposes.

This agreement and the rights and obligations of all parties hereunder shall be governed by and construed in accordance with the laws of the State of California. I agree that any suit, action or other legal proceeding arising out of or relating to this agreement shall be brought in a the appropriate court in the State of California, County of Orange. No waiver, amendment, release or modification of this agreement shall be made orally or shall be established by conduct, custom or course of dealing but only by an instrument in writing duly executed by the parties. This agreement is binding upon and inures to the benefit of each of the parties hereto and their successors and assigns; provided, however, neither party may assign or transfer (including, without limitation, by operation of law) this agreement, including the rights and obligation hereunder, without prior written consent of the other party, and any such attempted assignment or transfer shall be null and void. PUC may terminate this agreement at any time and for any reason in PUC's sole discretion.

I have read the above agreement of release, waiver of liability, and payment contract and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

For Participants under 18 years of age (parent/guardian must sign below): This is to certify that I, as parent/guardian with legal responsibility for _____, do consent and agree to the terms set forth in the above agreement, and for myself, my heirs, assigns, and next of kin, release and agree to defend, indemnify and hold harmless the PUC and PUC: Louisville from any and all liabilities incident to my minor child's involvement.

Signature _____ Printed Name: _____

Email Address: _____ Phone #: _____